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6 Attorneys for Defendants
CLUCK UNIVERSITY CHICKEN OF PALO ALTO, LP, d/b/a
7 UNIVERSITY CHICKEN SANTA CLARA, LP; UC RESTAURANT
MANAGEMENT, INC.; UNIVERSITY CHICKEN, INC.; UNIVERSITY
8 CHICKEN FRESNO, LP; UNIVERSITY CHICKEN SAN JOSE, LLC;
9 CLUCK UNIVERSITY CHICKEN OF SAN JOSE, LP and MICHAEL C.
BORNEO

10
11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA
13

14 CLUCK-U, CORP.,
a Maryland corporation,

15 Plaintiff,

16 v.

17 CLUCK UNIVERSITY CHICKEN OF PALO
18 ALTO, LP, d/b/a UNIVERSITY CHICKEN
SANTA CLARA, a California limited
19 partnership; CLUCK UNIVERSITY CHICKEN
OF SAN JOSE, LP, a California limited
20 partnership; UC RESTAURANT
MANAGEMENT, INC., a California
21 corporation; UNIVERSITY CHICKEN, INC., a
California corporation; UNIVERSITY
22 CHICKEN FRESNO, LP, a California limited
partnership; UNIVERSITY CHICKEN SAN
23 JOSE, LLC, a California limited liability
company; Michael C. Borneo, an individual; and
24 DOES 1-50, inclusive,

25 Defendants.
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CASE NO. C07-04986 EMC

**STIPULATION AND ~~PROPOSED~~
ORDER TO DISMISS CLUCK
UNIVERSITY CHICKEN OF SAN JOSE,
LP WITHOUT PREJUDICE AND
TOLLING AGREEMENT**

1 All parties, by and through their respective counsel, hereby stipulate to dismiss Cluck
2 University Chicken of San Jose, LP without prejudice and to toll the statute of limitations as to
3 Cluck University Chicken of San Jose, LP in the above-referenced matter as follows:

4 IT IS HEREBY STIPULATED by and between all parties, by and through their respective
5 counsel, that plaintiff Cluck-U Corporation shall dismiss Cluck University Chicken of San Jose, LP
6 without prejudice;

7 IT IS HEREBY FURTHER STIPULATED by and between all parties, by and through their
8 respective counsel, that any defense based on the passage of time as to Cluck University Chicken of
9 San Jose, LP shall be tolled as of the date of this stipulation.

10 Dated: December 5, 2007

HAYES DAVIS BONINO ELLINGSON
McLAY & SCOTT, LLP

11
12 By 

13 STEPHEN P. ELLINGSON
14 JAMIE A. RADACK
15 Attorneys for Defendants
16 CLUCK UNIVERSITY CHICKEN OF PALO
17 ALTO, LP, d/b/a UNIVERSITY CHICKEN
18 SANTA CLARA, LP; UC RESTAURANT
19 MANAGEMENT, INC.; UNIVERSITY
20 CHICKEN, INC.; UNIVERSITY CHICKEN
21 FRESNO, LP; UNIVERSITY CHICKEN SAN
22 JOSE, LLC; and MICHAEL C. BORNEO

19 Dated: December 4, 2007

LARIVIERE, GRUBMAN & PAYNE, LLP

20
21 By 

22 ROBERT W. PAYNE
23 ALAN E. ENGLE
24 NICOLE A. SMITH
25 CHRISTOPHER J. PASSARELLI
26 Attorney for Plaintiff
27 CLUCK-U CORP.
28

~~PROPOSED~~ ORDER

Pursuant to the parties' stipulation, Cluck University Chicken of San Jose, LP shall be dismissed from this action without prejudice.

Dated: 12/14
_____, 2007



UNITED STATES DISTRICT COURT JUDGE